

Exhibit A  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant The Hudson Consulting Group 2801 M Street NW Washington, DC 20007		2. Registration No. n/a 5837
3. Name of foreign principal Bauchi State Government, Nigeria	4. Principal address of foreign principal Government House, Bauchi, Bauchi State.	
5. Indicate whether your foreign principal is one of the following:  <input checked="" type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify): _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant. Executive  b) Name and title of official with whom registrant deals. Isa Yuguda, Governor		
7. If the foreign principal is a foreign political party, state:  a) Principal address.  b) Name and title of official with whom registrant deals.  c) Principal aim.		

2007 NOV -7 PM 2:13  
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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A	Name and Title	Signature
November 1, 2007	Thomas M. Woods Vice President	

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Thomas M. Woods	2. Registration No. n/a
3. Name of Foreign Principal Bauchi State Government, Nigeria	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide economic and human development recommendations, assign qualified technical assistance to implement relevant projects, and promote the foreign principal's interests among development partners, private sector entities, and foundations.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will help the foreign principal coordinate and expand assistance programs funded by donor agencies, foundations, and multilateral donor agencies.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will meet with U.S. Government agencies to expand awareness of the foreign principal's human and economic development needs and opportunities to support those needs. The registrant will also seek to expand dialogue and the exchange of ideas between U.S. Government agencies and the foreign principal.

Date of Exhibit B	Name and Title	Signature
11-1-07	Thomas M. Woods Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**MEMORANDUM OF AGREEMENT**

**between**

**HUDSON CONSULTING GROUP ("HUDSON")**

**and**

**HIS EXCELLENCY MALLAM ISA YUGUDA  
("GOVERNOR")  
GOVERNOR OF BAUCHI STATE  
FEDERAL REPUBLIC OF NIGERIA**

**concerning**

**Human and Economic Development and United States of America  
Representation to Enable the Transformation of Bauchi State**

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*24/7/7*  
*24/7/7*

This Memorandum of Agreement (hereinafter "MOA") is entered into between Hudson Consulting Group, a Washington, DC-based corporation, (hereinafter referred to as "HUDSON", located in Washington, District of Columbia USA, and his Excellency Mallam Isa Yuguda, the Executive Governor of Bauchi State (hereinafter referred to as "Governor"), each also referred to individually as a "Party" or collectively as the "Parties".

**WHEREAS**, the Governor of Bauchi State (hereinafter referred to as the "Customer"), has announced his intention to promote the Human and Economic development of Bauchi State in his inaugural address to the citizens of the state; and

**WHEREAS**, the Parties recognize the desire of the Government of Bauchi State and the Governor to stimulate dramatic gains in human and economic development through increased foreign direct investment, leveraged access to donor resources, and representation before U.S. Government Agencies and private sector companies; and

**WHEREAS**, HUDSON is engaged in the business of providing human and economic development solutions to states and countries.

HUDSON also provides lobbying and representation services in the U.S.

**NOW THEREFORE**, based upon the foregoing premises, the Parties agree as follows:

## **1. PURPOSE**

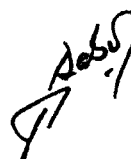
The purpose of this MOA is in recognition of the foregoing and the Parties agree as follows:

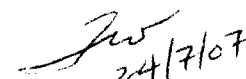
- 1.1 Insofar as requested by the GOVERNOR, HUDSON will collaborate with the GOVERNOR as mutually agreed in seeking to provide Human and Economic Development strategy recommendations and implementation.

*ASG*  
*24/7/13*

*JW*  
*24/7/07*

- 1.2 HUDSON will provide lobbying and representation services for the Governor and the State of Bauchi to the U.S. Government and U.S. Multi-National companies, primarily in Washington, DC.
- 1.3 HUDSON will organize as many as 3 (three) events per year to enable the Governor to network and meet with Senior U.S. Government Officials, Key U.S. Political Persons, Senior Fortune 500 company Executives and other persons of interest in an effort to enhance the Governor's achievements and promote the State of Bauchi.
- 1.4 HUDSON will provide other revitalization and transformation solutions as requested by the Governor.
- 1.5 The Governor will retain the Hudson Consulting Group for U.S. lobbying and representation services for a fee of \$50,000 (Fifty Thousand USD) per month. Payments shall be made in advance for 12 months worth of services. Payments shall be via certified check, money order or wire transfer. Implementation shall commence at receipt of payment (\$600,000) and the initial duration shall be 12 months. Expenses associated with travel, event planning and hosting, etc. shall be paid in addition to the base monthly rate.
- 1.6 Services related to project implementation for transformation and revitalization, including human and economic development, shall be negotiated in a separate agreement.
- 1.7 This Agreement may be terminated by either party upon thirty (30) days written notice; if terminated, the terminated party will be entitled to its full revenue share of all revenue already earned.
- 1.8 The Parties shall attempt to settle all disputes arising under or related to this MOA by amicable efforts and good will. In the event that a dispute cannot be resolved by amicable efforts and good will, it shall be finally resolved in accordance with the arbitration rules of the International Chamber of Commerce (hereinafter referred to as the "Arbitration Rules"). Each Party shall appoint one arbitrator. The third arbitrator, acting as the chairman, shall be appointed pursuant to the Arbitration Rules.

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good will, it shall be finally resolved in accordance with the arbitration rules of the International Chamber of Commerce (hereinafter referred to as the "Arbitration Rules"). Each Party shall appoint one arbitrator. The third arbitrator, acting as the chairman, shall be appointed pursuant to the Arbitration Rules. The venue of arbitration proceedings shall be London, UK. Arbitral proceedings shall be in the English language.

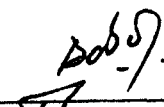
1.<sup>9</sup>~~10~~ This MOA constitutes the complete and entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or collateral communications, representations, or understandings, whether written or oral. No modification or amendment of this MOA shall be binding unless it is made in writing and signed by a duly authorized representative of each Party on or after the effective date of this MOA.

**Parties confirm that the foregoing is in accordance with their mutual understanding by signing below:**

**HUDSON CONSULTING GROUP (HUDSON)**

By:  Date 24/7/07  
Tom Woods  
Vice President  
HUDSON

**HIS EXCELLENCY THE GOVERNOR OF BAUCHI STATE  
(GOVERNOR)**

By:  Date 24/7/07  
Mallam Isa Yuguda

**Witnessed by:**

 Date 24/7/07

 Date 24/7/07